

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
WESTERN DIVISION

BERKLEY NATIONAL INSURANCE
COMPANY,

Plaintiff

Case No. 1:18-cv-00195-DLH-CSM

v.

XTO ENERGY, INC.,

Defendant and Third-Party
Plaintiff,

**STARSTONE NATIONAL
INSURANCE COMPANY'S
MOTION FOR SUMMARY JUDGMENT**

v.

COMMERCE AND INDUSTRY
INSURANCE COMPANY, TORUS
NATIONAL INSURANCE COMPANY n/k/a
STARSTONE NATIONAL INSURANCE
COMPANY, and SENECA SPECIALTY
INSURANCE COMPANY,

Third-Party Defendants.

Defendant StarStone National Insurance Company (“StarStone”) hereby moves the Court pursuant to Federal Rules of Civil Procedure 56 for an Order: (1) dismissing the claims of Plaintiff XTO Energy, Inc. against StarStone, (2) granting StarStone’s claim for a declaratory judgment that XTO is not entitled to additional insured coverage under the StarStone Umbrella Policy, and (3) granting StarStone’s claim for a declaratory judgment that XTO is obligated to reimburse \$5 million to StarStone.

This Motion is based on the accompanying Memorandum, Declaration of Richard W. Bale and Exhibits filed in accordance with Local Rule 7.1, together with all the files, records, and proceedings to date.

Dated: March 2, 2020

LARSON • KING, LLP

s/Richard W. Bale

Mark A. Solheim (ND Atty. No. 07634)

Richard W. Bale (admitted *pro hac vice*)

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